

**A SUBSTITUTE RESOLUTION  
BY FINANCE EXECUTIVE COMMITTEE**

**09-R-1637**

**A RESOLUTION TO AUTHORIZE THE MAYOR OR HER DESIGNEE TO ENTER INTO RADIO LICENSE AGREEMENTS WITH THE GEORGIA INSTITUTE OF TECHNOLOGY, GEORGIA STATE UNIVERSITY AND THE POLICE FOUNDATION TO PERMIT THEM TO UTILIZE THE CITY OF ATLANTA'S 800 MHz DIGITAL ASTRO P25 RADIO COMMUNICATIONS NETWORK FOR THEIR TWO-WAY RADIO PUBLIC SAFETY COMMUNICATIONS; TO PERMIT THE POLICE FOUNDATION TO UTILIZE THE COMNET SYSTEM TO EXPAND OUR RADIO COMMUNICATION NETWORK AND PROMOTE SAFER BUSINESS DISTRICTS.**

**WHEREAS,** The Georgia Institute of Technology, Georgia State University and the Police Foundation have made a request to the City of Atlanta to enter into Radio License Agreements to operate on the City of Atlanta 800 MHz Digital Astro P25 radio communications network; and

**WHEREAS,** The City of Atlanta Motorola 800 MHz Digital Astro P25 radio communications network has a foot print that covers Georgia State University and coverage zones of the Georgia State Patrol; and

**WHEREAS,** Motorola conducts quarterly studies to determine what percentage of the capacity of the city's 800 MHz Digital Astro P25 radio communications network is being utilized; and

**WHEREAS,** the studies reveal that the radio system has continuously operated at less than 60% of its maximum capacity during peak demand periods; and

**WHEREAS,** the City of Atlanta is the owner of 800 MHz Digital Astro P25 radio communications network and,

**WHEREAS,** entering into License Agreements with the Georgia Institute of Technology, Georgia State University and the Police Foundation would greatly enhance our efforts of interoperability with the neighboring jurisdictions and,

**WHEREAS,** the Chief of Police, the Chief of Fire and Rescue and the Chief Information Officer recommend that License Agreements be entered into with the Georgia Institute of Technology, Georgia State University and the Police Foundation.

**WHEREAS,** the COMNET System is a radio communications network ("Comnet System") between the Atlanta Police Department (APD) and private security agencies.

**WHEREAS,** this project enhances the ability to provide safer central business district streets because it enables participants to communicate directly with the Atlanta Police.

**WHEREAS,** the COA is the sole owner and operator of the Comnet radio system (the "Comnet System"); and

**WHEREAS**, the Comnet System has over 180 Sub-Licensees including college and university police departments, federal law enforcement agencies, Downtown Improvement District (DID) Ambassadors and others.

**WHEREAS**, the Comnet System has additional capacity that can support additional subscriber units: and

**WHEREAS**, the City desires to upgrade its ability to communicate within its own jurisdiction and with the COA; and

**WHEREAS**, it is desirable to have a unified system that includes the City and private security agencies on the Comnet System, which furthers the goal of protecting the citizens of the City of Atlanta by facilitating radio interoperability between the City, the business district and the Atlanta Police Department; and

**WHEREAS**, the City of Atlanta and the Atlanta Police Foundation desire to enter into an agreement that will allow the Police Foundation to administer sub-licensees under the Comnet System.

**NOW, THEREFORE BE IT RESOLVED BY COUNCIL OF THE CITY OF ATLANTA GEORGIA, AS FOLLOWS:** that the Mayor or her designee be and is hereby authorized to enter into Radio License Agreements with Georgia Institute of Technology, Georgia State University and the Police Foundation to operate on the City of Atlanta 800 MHz Digital Astro P25 radio communications network in accordance to the conditions stated in the agreement.

**BE IT FURTHER RESOLVED**, that the Georgia Institute of Technology, Georgia State University and the Police Foundation shall each operate subscriber units on the City of Atlanta 800 MHz Digital Astro P25 trunked radio communications network.

**BE IT FURTHER RESOLVED**, that the Georgia Institute of Technology, Georgia State University and the Police Foundation shall each operate subscriber units for an initial term of two years, with the option to extend the term for three additional successive one year periods.

**BE IT FURTHER RESOLVED**, that following the second year under the license, fees annually payable under such license during each renewal term shall be equal to one hundred four percent (104%) of total fees in effect for the last full calendar month immediately prior to the commencement of subsequent year. Further, that a penalty for late payments shall be assessed.

**BE IT FURTHER RESOLVED**, that the Radio License Agreement substantially in the form attached hereto is hereby authorized to be executed by the Mayor.

**BE IT FURTHER RESOLVED**, that the Radio License Agreements shall not become binding on the City of Atlanta and the City of Atlanta shall incur no obligation upon same until such Radio License Agreements have been approved by the City Attorney as to form executed by the

Mayor, sealed by the Municipal Court Clerk and duly approved and authorized by the Atlanta Police Foundation, Georgia Institute of Technology and Georgia State University in accordance with their respective rules and regulations.

**BE IT FURTHER RESOLVED**, the City of Atlanta agrees to grant to the Atlanta Police Foundation a revocable, non-transferable license in accordance with the terms set forth in the Comnet Radio Licensee License Agreement.

**BE IT FURTHER RESOLVED** that all revenue generated shall be deposited into the appropriate fund, department and account number 1001 (General Fund) 000002 (Revenue Department) 3810101 (Equipment Rental) to be used to purchase parts for repair and equipment for the city's 800 MHz Digital P25 radio communications network.

**BE IT FINALLY RESOLVED**, that all resolutions and parts of resolutions in conflict with this resolution are rescinded to the extent of the conflict.

**A RESOLUTION  
BY FINANCE EXECUTIVE COMMITTEE**

**A RESOLUTION TO AUTHORIZE THE MAYOR OR HER DESIGNEE TO ENTER INTO RADIO LICENSE AGREEMENTS WITH THE GEORGIA INSTITUTE OF TECHNOLOGY AND GEORGIA STATE UNIVERSITY TO PERMIT THEM TO UTILIZE THE CITY OF ATLANTA 800 MHz SMARTNET TRUNKED RADIO COMMUNICATIONS NETWORK FOR THEIR TWO WAY RADIO PUBLIC SAFETY COMMUNICATIONS; TO PERMIT THE POLICE FOUNDATION TO UTILIZE THE COMNET PUBLIC SAFETY RADIO SYSTEM TO EXPAND OUR RADIO COMMUNICATION NETWORK AND ENHANCE SAFER BUSINESS DISTRICTS.**

**WHEREAS,** The Georgia Institute of Technology and Georgia State University have made a request to the City of Atlanta to enter into Radio License Agreements to operate on the City of Atlanta 800 MHz smartnet trunked radio communications network; and

**WHEREAS,** The City of Atlanta Motorola 800 MHz smartnet trunked radio communications network has a foot print that covers Georgia State University and coverage zones of the Georgia Institute of Technology; and

**WHEREAS,** Motorola conducts quarterly studies to determine what percentage of the capacity of the city's 800 MHz smartnet trunked radio communications network is being utilized; and

**WHEREAS,** the studies reveal that the radio system has continuously operated at less than 60% of its maximum capacity during peak demand periods; and

**WHEREAS,** the City of Atlanta is the owner of 800 MHz smartnet trunked radio communications network; and

**WHEREAS,** entering into License Agreements with the Georgia Institute of Technology and Georgia State University would greatly enhance our efforts of interoperability with the neighboring jurisdictions; and

**WHEREAS,** the Chief of Police, the Chief of Fire and Rescue and the Chief Information Officer recommend that License Agreements be entered into with the Georgia Institute of Technology and Georgia State University; and

**WHEREAS,** the COMNET System is a radio communications network ("Comnet System") between the Atlanta Police Department (APD) and private security agencies; and

**WHEREAS,** this project enhances the ability to provide safer central business district streets because it enables participants to communicate directly with the Atlanta Police; and

**WHEREAS,** the COA is the sole owner and operator of the Comnet radio system (the "Comnet System"); and

**WHEREAS**, the Comnet has over 180 Sub-Licensees including college and university police departments, federal law enforcement agencies, Downtown Improvement District (DID) Ambassadors and others; and

**WHEREAS**, the Comnet System has additional capacity that can support additional subscriber units; and

**WHEREAS**, the City desires to upgrade its ability to communicate within its own jurisdiction and with the COA; and

**WHEREAS**, it is desirable to have a unified system that includes the City and private security agencies on the Comnet System, which furthers the goal of protecting the citizens of the City of Atlanta by facilitating radio interoperability between the City, the business district and the Atlanta Police Department; and

**WHEREAS**, the City of Atlanta and the Atlanta Police Foundation desire to enter into an agreement that will allow the Police Foundation to administer sub-licensees under the Comnet system.

**NOW, THEREFORE BE IT RESOLVED BY COUNCIL OF THE CITY OF ATLANTA GEORGIA, AS FOLLOWS:** that the Mayor or her designee be and is hereby authorized to enter into Radio License Agreements with Georgia Institute of Technology and Georgia State University to operate on the City of Atlanta 800 MHz smartnet trunked radio communications network in accordance to the conditions stated in the agreement.

**BE IT FURTHER RESOLVED**, that the Georgia Institute of Technology and Georgia State University shall each operate subscriber units on the City of Atlanta 800 MHz smartnet trunked radio communications network.

**BE IT FURTHER RESOLVED**, that the Georgia Institute of Technology and Georgia State University shall each operate subscriber units for an initial term of two years, with the option to extend the term for three additional successive one year periods.

**BE IT FURTHER RESOLVED**, that following the second year under the license, fees annually payable under such license during each renewal term shall be equal to one hundred four percent (104%) of total fees in effect for the last full calendar month immediately prior to the commencement of subsequent year. Further, that a penalty for late payments shall be assessed.

**BE IT FURTHER RESOLVED**, that the Radio License Agreement substantially in the form attached hereto is hereby authorized to be executed by the Mayor.

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Mayor, sealed by the Municipal Court Clerk and duly approved and authorized by the Atlanta Police Foundation, Georgia Institute of Technology and Georgia State University in accordance with their respective rules and regulations.

**BE IT FURTHER RESOLVED**, the City of Atlanta agrees to grant to the Atlanta Police Foundation a revocable, non-transferable license in accordance with the terms set forth in the Comnet Radio Licensee License Agreement.

**BE IT FURTHER RESOLVED** that all revenue generated shall be deposited into the appropriate fund, department and account number 1001 (General Fund) 000002 (Revenue Department) 3810101 (Equipment Rental) to be used to purchase parts for repair and equipment for the city's 800 MHz smartnet trunked radio communications network.

**BE IT FINALLY RESOLVED**, that all resolutions and parts of resolutions in conflict with this resolution are rescinded to the extent of the conflict.

## COMNET RADIO SYSTEM SUB-LICENSEE LICENSE

This System Sub-Licensee License Agreement (the "License Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2009, between the City of Atlanta ("COA"), Georgia, a municipal corporation chartered pursuant to the laws of the State of Georgia, the Atlanta Police Foundation, a not-for-profit organization incorporated pursuant to the laws of the State of Georgia, ("Licensee") and \_\_\_\_\_, an \_\_\_\_\_, ("Sub-Licensee") incorporated pursuant to the laws of the State of Georgia, (collectively, the "Parties").

### RECITALS

Whereas, the COMNET System is a radio communications network ("Comnet System") between the Atlanta Police Department (APD) and private security agencies.

Whereas, this project enhances the ability to provide safer central business district streets because it enables participants to communicate directly with the Atlanta Police.

Whereas, the COA is the sole owner and operator of the Comnet radio system (the "Comnet System"); and

Whereas, the Comnet has over 180 Sub-Licensees including college and university police departments, federal law enforcement agencies, Downtown Improvement District (DID) Ambassadors and others.

Whereas, the Comnet System has additional capacity that can support additional subscriber units; and

Whereas, Licensee and Sub-Licensee desires to upgrade its ability to communicate within its own jurisdiction and with the COA; and

Whereas, it is desirable to have a unified system that includes Licensee and Sub-Licensee on the Comnet System, which furthers the goal of protecting the citizens of the COA by facilitating radio interoperability between Licensee, Sub-licensee and APD; and

Whereas, COA, Licensee and Sub-Licensee desire to enter into an agreement that will be mutually beneficial to the Parties.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the COA agrees to grant to Licensee and Sub-Licensee a revocable, non-transferable license in accordance with the terms set forth below and Parties agree to operate in accordance with the terms set forth below.

- 1. Use of the System:** Sub-Licensee shall have the right to access the Comnet System through use of the number and type of subscriber units as set forth on Schedule A, as amended from time to time in accordance with the terms of this

License Agreement. Sub-Licensee will limit the number of all subscriber units to mobile and portable, in compliance with Schedule A. As part of the Sub-Licensees use of the Comnet System, the COA agrees to create the talk group as identified on Schedule B.

2. **Term:** The term of this Agreement shall be for two (2) years, with three (3) additional options of one (1) year renewals at the COA's sole discretion beginning on the effective date above.
3. **Compensation:** Sub-Licensee shall pay to COA compensation in accordance with the terms set forth on Schedule C.
4. **Late Payments.** If any payment required under Schedule C is not received by the City on or before the date said amount is due, it shall thereafter bear interest at the rate of 5 % per annum on the balance remaining until paid.
5. **Changes in the Use of Comnet System:** The COA shall have the sole discretion to determine whether it will provide for the addition or modification of Sub-Licensee's subscriber units or talk group.
6. **Maintenance of the Equipment:** (a) Sub-Licensee will be solely responsible for maintaining all equipment necessary to be a Sub-Licensee on the Comnet System. (b) Sub-Licensee warrants that it will have a maintenance agreement in place for its subscriber units. Such maintenance agreement shall be with a technical company certified to work on the particular types of units in use throughout the term. All maintenance and/or repair work performed on Sub-Licensee's subscriber units shall be performed only by such certified technical company. Sub-Licensee will supply the name of its maintenance contractor to the COA along with its proof of its certification to work on the particular equipment. Sub-Licensee shall be responsible to update the COA in the event of a change in its certified technical company in accordance with the notice requirements of this License Agreement. (c) Sub-Licensee shall comply with all applicable software security and/or other requirements of the COA. COA shall have sole discretion to determine the configuration of the software on the subscriber units, and Sub-Licensee shall not change such configuration. (d) If any of Sub-Licensee's subscriber units or equipment causes any problems on the Comnet System, as determined by the Licensee, Sub-Licensee shall immediately take such units or equipment out of service. Such units or equipment shall not be allowed back on the Comnet System until they are repaired and the Licensee determines they may be used on the Comnet System.
7. **Regulatory Requirements:** Sub-Licensee will comply with any and all regulations, mandates, requirements and/or directives issued by any applicable regulatory agencies, including but not limited to the Federal Communications Commission. Sub-Licensee understands that the COA is not responsible for bringing Sub-Licensee into compliance with any such regulations, mandates and/or directives and is not responsible for any direct or indirect, tangible or



intangible costs, damages, or losses incurred by Sub-Licensee as a result of compliance with such regulations, mandates requirements and/or directives. Notwithstanding the foregoing, Sub-Licensee agrees that if the COA determines that it is appropriate for the Comnet System to comply with the regulations, mandates, requirements and/or directives in a time period that is shorter than required by any regulatory agency, Sub-Licensee agrees to comply within that shorter time period. If Sub-Licensee is unwilling or unable to comply with the regulations, mandates, requirements and/or directives within applicable time allowed (either by a regulatory agency or the COA), Sub-Licensee agrees its subscriber units shall be removed from the Comnet System.

- 8. Changes to the System:** The COA will have the sole discretion to update or change the Comnet System. The COA will not be responsible for any expenditure, losses, or other claims incurred by Sub-Licensee that are caused by or attributed to such upgrades or changes to the Comnet System. Sub-Licensee shall comply with all requirements resulting from such change within thirty (30) days of receipt of notice from the COA of any upgrades or any other changes to the Comnet System, including a change in vendor, reconfigurations required by a regulatory agency, or any other Comnet System changes. Sub-Licensee shall pay its pro rata share of the expenses in any change in the System attributable to Sub-Licensee's use of the Comnet System based upon the number of Sub-Licensee's units.
- 9. Violations of Law:** Alleged violations of any applicable law or regulatory requirements or this Agreement will be reviewed by the COA and Licensee. Upon finding a violation has occurred, the COA and Licensee in their discretion may require the Sub-Licensee to remove unit(s) from the System, place the Sub-Licensee on probation for a certain period of time not to exceed six (6) months, and take other remedial action. Persistent violations or misuse of the Comnet System, as determined in the COA or Licensee's sole discretion, may result in Sub-Licensee being removed entirely from the Comnet System.
- 10. Sub-Licensee's Covenants and Warranties:** Sub-Licensee covenants and warrants:

  - a. That it will restrict its use of the Comnet System to legitimate public safety related purposes of the Sub-Licensee. The Comnet System shall not be used to conduct personal or unrelated business; and
  - b. Sub-Licensee will abide by any and all rules and regulations created by the COA regarding the use of the Comnet System; and
  - c. That all persons who will be operating subscriber units are properly trained and that no employee who is not properly trained will be allowed to use the Comnet System; and
  - d. That it will provide proof of training within three (3) months of Sub-Licensee's placement on the Comnet System and shall keep such training up to date. Licensee shall immediately forward proof of training to COA; and

- e. That its employees who are trained and authorized to use the System will do so in compliance with this License Agreement and applicable law and regulations including, without limitation, federal, state, and COA, laws, regulations and ordinances.
- f. That Sub-Licensee will not in any way infringe any patent, trademark or copyright associated with the Comnet System.
- g. That all users shall execute and Integrity and Awareness Statement prior to use if the Comnet System.

**11. COA's and Licensee's Covenants and Warranties:** COA covenants and warrants:

- a. That it will use reasonable efforts to maintain and support the Comnet System; and
- b. That is will use reasonable efforts to answer questions and facilitate use of the Comnet System by Sub-Licensee; and
- c. That it will provide Sub-Licensee reasonable notice of any voluntary upgrade or early compliance with regulations, mandates, requirements or directives affecting the Comnet System that will also affect Sub-Licensee; and
- d. That it will use reasonable efforts to provide prompt information to Sub-Licensee of violations, service interruptions, and modifications of subscriber units on the Comnet System to Sub-Licensee; and
- e. That it will provide training to one (1) Sub-Licensee representative who will in turn be responsible for training all of Sub-Licensee's personnel authorized to operate a unit on the Comnet System.

**12. Inquiries from Regulatory Agencies:** Sub-Licensee shall be responsible, at the request of the COA, for responding to or assisting the COA in responding to any correspondence or complaint received by the COA from state or federal regulatory agencies involving Sub-Licensee's conduct on the Comnet System. The COA agrees to use reasonable efforts to maintain and support the Comnet System, but not Sub-Licensee's subscriber units. The COA shall use reasonable efforts to answer questions and facilitate use of the Comnet System by Sub-Licensee. If Sub-Licensee receives any inquiries or notices from any regulatory agency regarding use of the Comnet System, Sub-Licensee shall immediately (and in no event longer than within three (3) days) notify the Licensee of such inquiry or notice. Sub-Licensee will cooperate with COA in responding to such inquiry or notice.

**13. Indemnification and Hold Harmless:** To the fullest extent allowed by law, the Sub-Licensee shall defend, indemnify and hold harmless COA, its officers, agents and employees (herein "the COA") and the Atlanta Police Foundation (herein, "Licensee"), from and against all suits, actions, legal or administrative proceedings, claims, damages, demands, liabilities, interest, attorney's fees, costs

and expenses of whatsoever kind or nature, arising from personal injury or property damage, including, without limitation, those arising out of injury to or death of Sub-Licensee's employees, officers, agents (or anyone employed by Sub-Licensee), the employee's family members, or any third party, whether arising before or after the term of this License Agreement which allegedly arise out of any intentional bad act or omission or negligent act or omission of the Sub-Licensee of any one employed by the Sub-Licensee or any of the Sub-Licensee's and/or subcontractors'/sub-consultant's officers, or agents, whether active or passive in connection with the use of the Comnet System. Sub-Licensee agrees that this indemnity will cover any claims of patent, trademark or copyright infringement brought against the COA as a result of Sub-Licensee's use of the Comnet System.

**14. Termination:** The COA shall have the right to terminate this License Agreement for its convenience by giving the Sub-Licensee thirty (30) days prior written notice to do so and by specifying the effective date of such termination. Further, if the Sub-Licensee fails to fulfill any of its obligations, the COA and Licensee may, by giving written notice to the Sub-Licensee, terminate the Agreement with said Sub-Licensee for such default. The Sub-Licensee may terminate this Agreement upon written notice to the COA not less than thirty (30) days prior to the effective date of said termination. The license granted under this License Agreement is not intended to and does not grant to Sub-Licensee any property interest in the Comnet System nor the subscriber units nor does the COA make any warranties of any kind related to the equipment and service hereunder

**15. Adherence to Grant Requirements:** The Parties acknowledge and agree that from time to time activities related to this License Agreement may be funded with money from grants from the federal or state government or other sources. The Parties agree that they will adhere to the terms of any such grants and shall perform their obligations under this License Agreement in accordance with such grants to the extent any such terms affect Sub-Licensee's use of the Comnet System and COA's operation of the Comnet System.

**16. Delivery** – All notices given by either party to the other under this agreement must be in writing and may be delivered by: (i) regular mail, postage prepaid and; (ii) certified or registered mail or; (iii) facsimile; or (iv) hand-delivery to the parties at the addresses and facsimile numbers set forth in the clause titled "Addresses for Notice."

**17. Receipt** – Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgement. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number. Notices delivered by hand-delivery will be deemed to be received upon acceptance by the respective party or its agent.



- 22. Waiver:** The failure of the COA to seek redress for any violation of, or to insist upon the strict performance of, any term of this agreement will not prevent a subsequent violation of this agreement from being actionable by COA. The provision in this agreement of any particular remedy will not preclude COA from any other remedy.
- 23. Counterparts:** This License Agreement may be executed concurrently in one or more counterparts, each of which will be deemed to be an original, but all of which will together constitute one (1) agreement.
- 24. Modifications:** This agreement may be altered or amended only by written instrument signed by City, Licensee and Sub-Licensee.
- 25. Disclaimer of Warranties:** COA designed the Comnet System to provide reliable coverage. However, atmospheric, meteorological, topographical, and other conditions can affect the performance of any wireless network. Many of these conditions are beyond the reasonable control of a wireless network operator. Therefore, COA cannot guarantee that Sub-Licensee will be able to access the COA Network without error or interruption. NETWORK ACCESS AND PERFORMANCE AND ANY ASSOCIATED EQUIPMENT, SOFTWARE, SERVICES OR DOCUMENTATION ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, UNDER CONTRACT, STATUTE, COMMON LAW, TRADE USAGE, CUSTOM, PRIOR COURSE OF DEALING OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- 26. EXCLUSION OF CERTAIN DAMAGES** COA AND LICENSEE SHALL NOT BE LIABLE UNDER THIS AGREEMENT TO THE ANY PARTY OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES.
- 27. Alternative Dispute Resolution** – Sub-Licensee shall comply with all of the terms of this License Agreement pending resolution of any request for relief, dispute, claim, appeal or action arising under this License Agreement and comply with any decision of the COA. If the decision of the COA is not accepted by the Sub-Licensee, the parties agree to attempt to resolve the dispute through the mediation format of Alternative Dispute Resolution ("ADR"). Either party may propose mediation by written request made within ninety (90) days of the City's final determination with which Sub-Licensee disagrees. Each party will be responsible for its own expenses incurred to resolve the dispute, and the Parties agree to share equally the cost associated with the use of such mediator.
- 28. Governing law and venue** - This agreement shall be governed by the laws of the State of Georgia. Jurisdiction and venue shall be in the federal and state courts located in Atlanta, Fulton County, Georgia.

**29. Extent of Agreement** – This License Agreement represents the entire agreement between the COA, Licensee and the Sub-Licensee with respect to the subject matter of this Agreement and supersedes any prior understandings whether written or oral between the COA, Licensee and Sub-Licensee. The parties agree that this License Agreement shall not become binding on the COA, and the COA shall incur no liability upon the same, until the agreement has been executed by the Mayor, officially sealed by the Clerk of Council and delivered to Sub-Licensee.

**30. Headings** - Division of this Agreement into sections and the use of headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this Agreement, or any provision hereof.

*The rest of the page is intentionally blank.*

The parties, acting by and through their duly authorized officers, have caused their hands to be hereunto affixed, as of the date and year first written above.

**CITY OF ATLANTA**

**LICENSEE**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
Municipal Clerk

\_\_\_\_\_  
Notary

Recommended:

Recommended:

\_\_\_\_\_  
Chief Operating Officer

**SUB-LICENSEE**

\_\_\_\_\_  
Chief Financial Officer

By: \_\_\_\_\_

\_\_\_\_\_  
Chief of Police

Notary \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

## SCHEDULE A

<u>Portable Radio</u>	<u>Quantity</u>
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LG Portable (no encryption) XTS 1500 I.5	100
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Built for the demands of the public utility operations, the radio's advanced technology delivers high-powered features in a light, compact and rugged package. This portable radio complies with both Project 16 and Project 25 standards and is available in 700/800 MHz, VHF, UHF R1 and UHF R2 bands.



### Features:

#### **Interoperable voice signaling**

Complies with APCO P16 and P25 standards.

#### **Rugged design**

Meets military standards 810 C, 810 D and 810 E, for resistance to shocks and extreme weather.

#### **Customer programming software**

Supports USB and RS-232 functionalities.

#### **Enhanced audio**

Delivers a clear signal via noise reduction software and audio gain control.

#### **Compatibility with other two-way models**

Uses same accessories as some XTS, HT, MT or MTS units.

#### **Optional bitmap display**

Model I.5 comes with a screen for icons and text.



## SCHEDULE B

### Comnet Talk Groups

<b>Talk Group Name</b>	<b>Talk Group</b>	<b>HEX</b>	<b>Fail Soft</b>
P25 Comnet	#80019714	4D02	857.4625
Analog Comnet	#802509	#9CD	N/A

## SCHEDULE C

Upon execution of this document User shall pay to the COA the amount of One Hundred and Forty Two Dollars (\$142.00) per subscriber unit as set forth in Schedule A for and in consideration of this revocable non-transferable license with a payment each successive year equal to 104% of the amount paid the previous year. Said payment shall be due and payable on the anniversary date of this document.

**Part II: Legislative White Paper:** (This portion of the Legislative Request Form will be shared with City Council members and staff)

**A. To be completed by Legislative Counsel:**

**Committee of Purview:** FINANCE/EXECUTIVE

**Caption:**

**A RESOLUTION TO AUTHORIZE THE MAYOR OR HER DESIGNEE TO ENTER INTO RADIO LICENSE AGREEMENTS WITH THE GEORGIA INSTITUTE OF TECHNOLOGY AND GEORGIA STATE UNIVERSITY TO PERMIT THEM TO UTILIZE THE CITY OF ATLANTA 800 MHz SMARTNET TRUNKED RADIO COMMUNICATIONS NETWORK FOR THEIR TWO WAY RADIO PUBLIC SAFETY COMMUNICATIONS; TO PERMIT THE POLICE FOUNDATION TO UTILIZE THE COMNET PUBLIC SAFETY RADIO SYSTEM TO EXPAND OUR RADIO COMMUNICATION NETWORK AND ENHANCE SAFER BUSINESS DISTRICTS.**

**Council Meeting Date:** September 21, 2009

**Requesting Dept.:** Information Technology/APD

**B. To be completed by the department:**

**1. Please provide a summary of the purpose of this legislation (Justification Statement).**

The City of Atlanta would like to authorize Radio License Agreements with Georgia Institute of Technology and Georgia State University to operate on the City of Atlanta 800 MHz smartnet trunked radio communications network.

**2. Please provide background information regarding this legislation.**

The Georgia State Patrol and Georgia State University shall each operate subscriber units on the City of Atlanta 800 MHz smartnet trunked radio communications network for an initial term of two years, with the option to extend the term for three additional successive one year periods. Following the second year under the license, fees annually payable under such license during each renewal term shall be equal to one hundred four percent (104%) of total fees in effect for the last full calendar month immediately prior to the commencement of subsequent year. Further, that a penalty for late payments shall be assessed.

**3. If Applicable/Known:**

- (a) Contract Type (e.g. Professional Services, Construction Agreement, etc):
- (b) Source Selection:
- (c) Bids/Proposals Due:
- (d) Invitations Issued:
- (e) Number of Bids:
- (f) Proposals Received:
- (g) Bidders/Proponents:
- (h) Term of Contract: 3 yrs

4. Fund Account:

5. Source of Funds: n/a

6. Fiscal Impact:

7. Method of Cost Recovery:

**This Legislative Request Form Was Prepared By:** Kathleen Lane, DIT Compliance Analyst

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: Kathleen Lane

Contact Number: 404-335-1983

Originating Department: Department of Information Technology/APD

Committee(s) of Purview: Finance/Executive Committee

Chief of Staff Deadline: September 1, 2009

Anticipated Committee Meeting Date(s): Sept 15 & 16, 2009

Anticipated Full Council Date: September 21, 2009

Legislative Counsel's Signature: [Signature]

Commissioner Signature: [Signature]

Chief Procurement Officer Signature: [Signature]

**CAPTION**

A RESOLUTION TO AUTHORIZE THE MAYOR OR HER DESIGNEE TO ENTER INTO RADIO LICENSE AGREEMENTS WITH THE GEORGIA INSTITUTE OF TECHNOLOGY AND GEORGIA STATE UNIVERSITY TO PERMIT THEM TO UTILIZE THE CITY OF ATLANTA 800 MHz SMARTNET TRUNKED RADIO COMMUNICATIONS NETWORK FOR THEIR TWO WAY RADIO PUBLIC SAFETY COMMUNICATIONS; TO PERMIT THE POLICE FOUNDATION TO UTILIZE THE COMNET PUBLIC SAFETY RADIO SYSTEM TO EXPAND OUR RADIO COMMUNICATION NETWORK AND ENHANCE SAFER BUSINESS DISTRICTS.

Mayor's Staff Only  
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Received by CPO: \_\_\_\_\_  
(date)

Received by LC from CPO: \_\_\_\_\_  
(date)

Received by Mayor's Office: 9.2.09 DP Reviewed by [Signature] 9/3/09  
(date) (date)

Submitted to Council: 9/4/09